

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund 4100 Department 120 Unit 8430 Object 4462
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* The fiscal impact of the amendment adding these new locations will be increased privilege fees (percentage payment) based on the gross sales from each location. The amount of increased revenue is difficult to estimate and is not assured. Any increase in Paradies' revenue will be reflected as an increase in Paradies' minimum annual guarantee (MAG) payment, adjusted each year.

C. Departmental Fiscal Review: _____ M. Sumner _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 OFMB
 SN 2/13/14

 Contract Dev. and Control
 2-18-14

B. Legal Sufficiency:

 Anne Helgent 2-20-14
 Assistant County Attorney

C. Other Department Review:

 Department Director

**SIXTH AMENDMENT
TO RETAIL CONCESSION AGREEMENT**

THIS SIXTH AMENDMENT TO RETAIL CONCESSION AGREEMENT (this "Amendment") is made and entered into _____, 2014, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Paradies-Palm Beach, LLC ("Company"), a Florida limited liability company, having its office and principal place of business at 2849 Paces Ferry Road, Overlook I, Fourth Floor, Atlanta, Georgia 30339.

WITNESSETH:

WHEREAS, the County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, the parties entered into that certain Retail Concession Agreement dated November 6, 2007 (R-2007-2052), as amended (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Replacement of Exhibit "A" (Leased Premises). Exhibit "A" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "A" to this Amendment, dated January 9, 2014, attached hereto and incorporated herein.

3. Article 1, of the Agreement, Definitions, is hereby amended to delete the definition of "Monthly Privilege Fee" and replace it with the following:

Monthly Privilege Fee means the percentage of monthly Gross Receipts paid by Company for the privilege of operating the retail concession at the Airport and shall be equal to the sum of the following:

A. twelve percent (12%) of monthly Gross Receipts for all sales from Units MT-1 (PGA Tour Shop) and MT-2A (Brighton/Brooks Brothers), excluding sales of Personal Services and Traveler Services from such concession units. The concession units identified in this Paragraph A shall be Locally or Nationally Branded Specialty Retail Stores;

B. twelve percent (12%) of monthly Gross Receipts for all sales from Unit MT-3 (Comfort Zone) and from the sale of Personal Services from any other concession unit, if any;

C. twenty percent (20%) of monthly Gross Receipts for all sales from Units MT-2B (Palm Beach Expressions), B-1 (New York Times Bookstore) and MT-4 (Kids Zoo), excluding sales of Personal Services and Traveler Services from such concession units;

D. twenty two percent (22%) of monthly Gross Receipts for all sales from Units MT-2C (Worth Avenue News), MT-5 (Oceanfront News), B-2 (Coral Cove News), B-3 (Tropical News kiosk), C-1 (Coral Cove News), C-2 (Tech For Take-Off), C-3 (CNBC News), and temporary concession units, excluding sales of Personal Services and Traveler Services from such concession units and Mobile Kiosks; and

E. ten percent (10%) of monthly Gross Receipts for all sales from Unit A-1 (Coastal News) and Unit MT-3A (Business Center) and from the sale of Traveler Services from any other concession unit, if any.

- F. For Mobile Kiosks, the Monthly Privilege Fee shall be the following:
- i. twelve percent (12%) of monthly Gross Receipts for all sales of items from Locally or Nationally Branded Specialty Retail Stores (PGA Tour Shop, Brighton, Brooks Brothers);
 - ii. twenty percent (20%) of monthly Gross Receipts for all sales of books;
 - iii. twenty two percent (22%) of monthly Gross Receipts for all sales of food/beverage, general news and gifts.

In the event the concession units identified in Paragraph A above cease operating as Locally or Nationally Branded Specialty Retail Store(s), the percentage of monthly Gross Receipts for all sales from such concession unit(s) shall be increased in accordance with the percentages established in this Agreement for similar concepts. For example, a general news and gift concept would be twenty-two percent (22%) of monthly Gross Receipts and a bookstore concept would be twenty percent (20%) of monthly Gross Receipts. Company acknowledges and agrees that any change in concepts shall be subject to prior written approval of the County.

4. Article 1, Definitions, of the Agreement is hereby amended to delete the definition of "Privilege Fee" in its entirety and replace it with the following:

Privilege Fee means the percentage of annual Gross Receipts paid by Company for the privilege of operating the retail concession at the Airport and shall be equal to the sum of the following:

A. twelve percent (12%) of monthly Gross Receipts for all sales from Units MT-1 (PGA Tour Shop) and MT-2A (Brighton/Brooks Brothers), excluding sales of Personal Services and Traveler Services from such concession units. The concession units identified in this Paragraph A shall be Locally or Nationally Branded Specialty Retail Stores;

B. twelve percent (12%) of monthly Gross Receipts for all sales from Unit MT-3 (Comfort Zone) and from the sale of Personal Services from any other concession unit, if any;

C. twenty percent (20%) of monthly Gross Receipts for all sales from Units MT-2B (Palm Beach Expressions), B-1 (New York Times Bookstore) and MT-4 (Kids Zoo), excluding sales of Personal Services and Traveler Services from such concession units;

D. twenty two percent (22%) of monthly Gross Receipts for all sales from Units MT-2C (Worth Avenue News), MT-5 (Oceanfront News), B-2 (Coral Cove News), B-3 (Tropical News kiosk), C-1 (Coral Cove News), C-2 (Tech For Take-Off), C-3 (CNBC News), and temporary concession units, excluding sales of Personal Services and Traveler Services from such concession units and Mobile Kiosks; and

E. ten percent (10%) of monthly Gross Receipts for all sales from Unit A-1 (Coastal News) and Unit MT-3A (Business Center) and from the sale of Traveler Services from any other concession unit, if any.

- F. For Mobile Kiosks, the Monthly Privilege Fee shall be the following:
- i. twelve percent (12%) of monthly Gross Receipts for all sales of items from Locally or Nationally Branded Specialty Retail Stores (PGA Tour Shop, Brighton, Brooks Brothers);
 - ii. twenty percent (20%) of monthly Gross Receipts for all sales of books;
 - iii. twenty two percent (22%) of monthly Gross Receipts for all sales of food/beverage, general news and gifts.

In the event the concession units identified in Paragraph A above cease operating as Locally or Nationally Branded Specialty Retail Store(s), the percentage of annual Gross Receipts for all sales from such concession unit(s) shall be increased in accordance with the percentages established in this Agreement for similar concepts. For example, a general news and gift concept would be twenty-two percent (22%) of annual Gross Receipts and a bookstore concept would be twenty percent (20%) of annual Gross Receipts. Company acknowledges and agrees that any change in concepts shall be subject to prior written approval of the County.

5. Inspector General. Section 26.27 of the Agreement is hereby deleted in its entirety and replaced with the following:

26.27 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Company, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

6. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or any part or parts of this Amendment.

7. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

8. Effective Date. This Amendment shall be effective as of January 6, 2014.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM & LEGAL SUFFICIENCY: BY: Anne Delgado
COUNTY ATTORNEY

ATTEST:
Signed, sealed and delivered in the presence of two witnesses for Company:

Karen K. Leach
Signature
Karen K. Leach
Name (type or print)

Don March
Signature
Don March
Name (type or print)

PALM BEACH COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Pricilla A. Taylor, Mayor

APPROVED AS TO TERMS & CONDITIONS: BY: Gregg S. Paradies
Director, Department of Airports
Paradies-Palm Beach, LLC, a Florida limited liability company

By: Gregg S. Paradies
Gregg S. Paradies
Name (type or print)

President & CEO
Title

(Seal)

**EXHIBIT "A"
LEASED PREMISES**

PALM BEACH INTERNATIONAL AIRPORT

MAIN TERMINAL, PRE-SECURITY	
Unit No.	Approximate Size (Sq. Ft.)
MT - 1 (PGA Tour Shop)	871
MT - 2A (Brighton/Brooks Brothers)	1,045
MT - 2B (Palm Beach Expressions)	1,311
MT - 2C (Worth Avenue News)	1,609
MT - 3 (Comfort Zone)	1,388
MT - 3A (Business Center)	1,267
MT - 4 (Kids Zoo)	1,246
MT - 5 (Oceanfront News)	2,445

CONCOURSE A, POST-SECURITY	
Unit No.	Approximate Size (Sq. Ft.)
A - 1 (Coastal News)	285

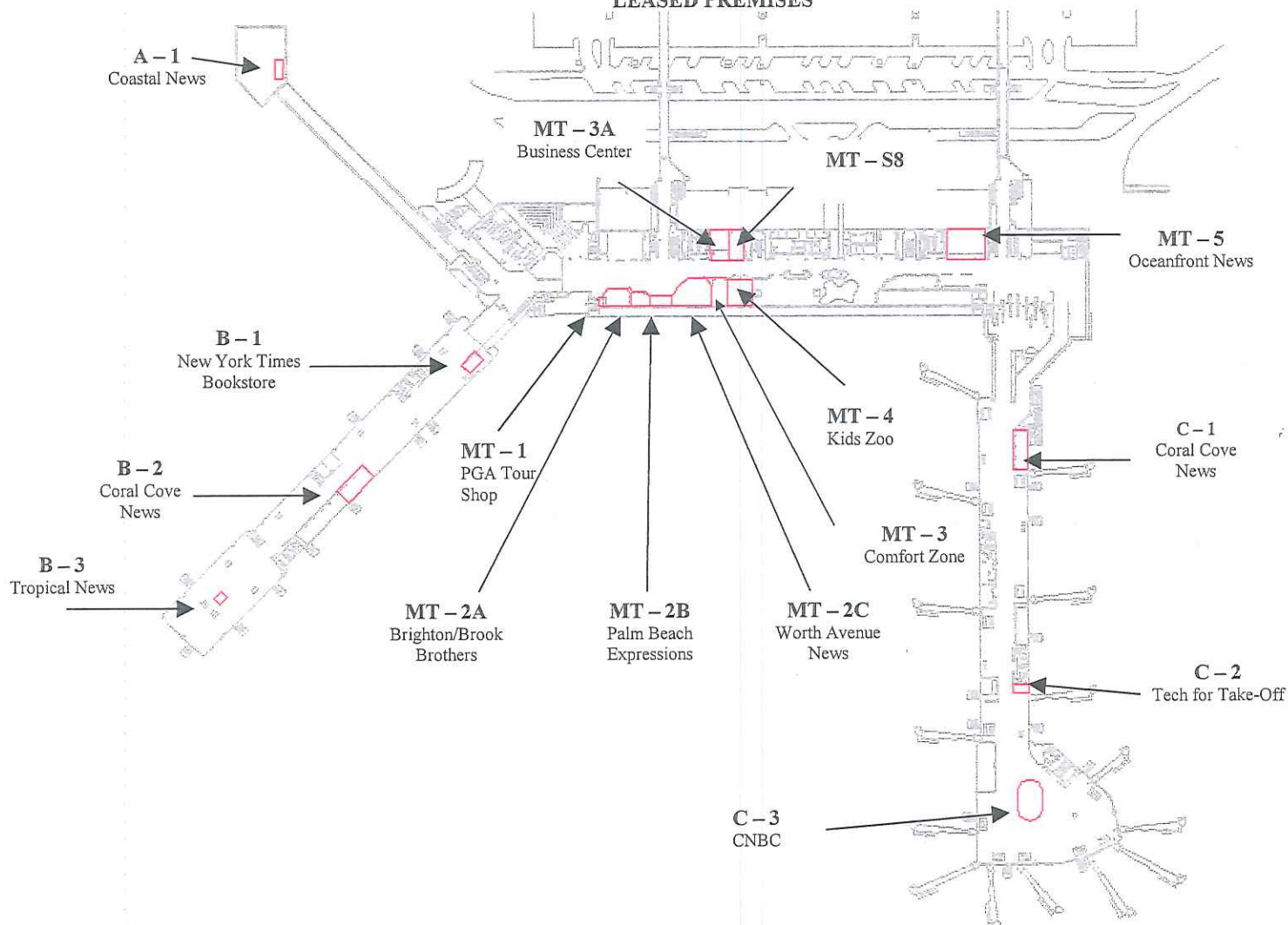
CONCOURSE B, POST-SECURITY	
Unit No.	Approximate Size (Sq. Ft.)
B - 1 (New York Times Bookstore)	605
B - 2 (Coral Cove News)	1,358
B - 3 (Tropical News Kiosk)	616

CONCOURSE C, POST-SECURITY	
Unit No.	Approximate Size (Sq. Ft.)
C - 1 (Coral Cove News)	1,315
C - 2 (Tech For Take-Off)	312
C - 3 (CNBC News)	2,272

OFFICE & STORAGE AREAS	
Unit No.	Approximate Size (Sq. Ft.)
MT - S1	1,445
MT - S2	414
MT - S3	261
MT - S4	1,173
MT - S5	550
MT - S6	1,162
MT - S7	381
MT-S8	1,010
C - S1	450

**The square footages listed on this Exhibit "A" are subject to re-measurement by the County pursuant to Section 2.01 of the Agreement.*

**EXHIBIT "A"
LEASED PREMISES**



M

EXHIBIT "A"
LEASED PREMISES

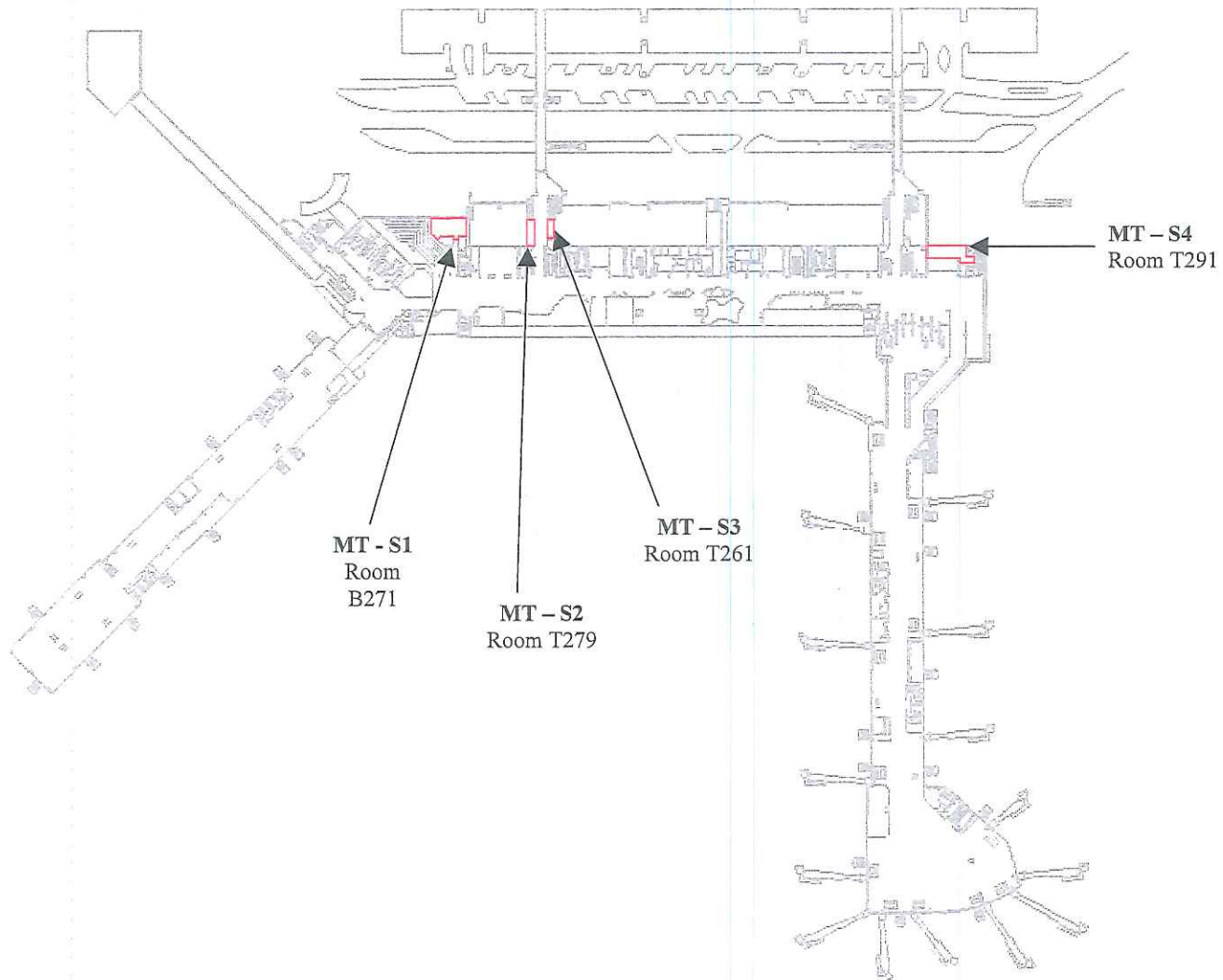


EXHIBIT "A"
LEASED PREMISES

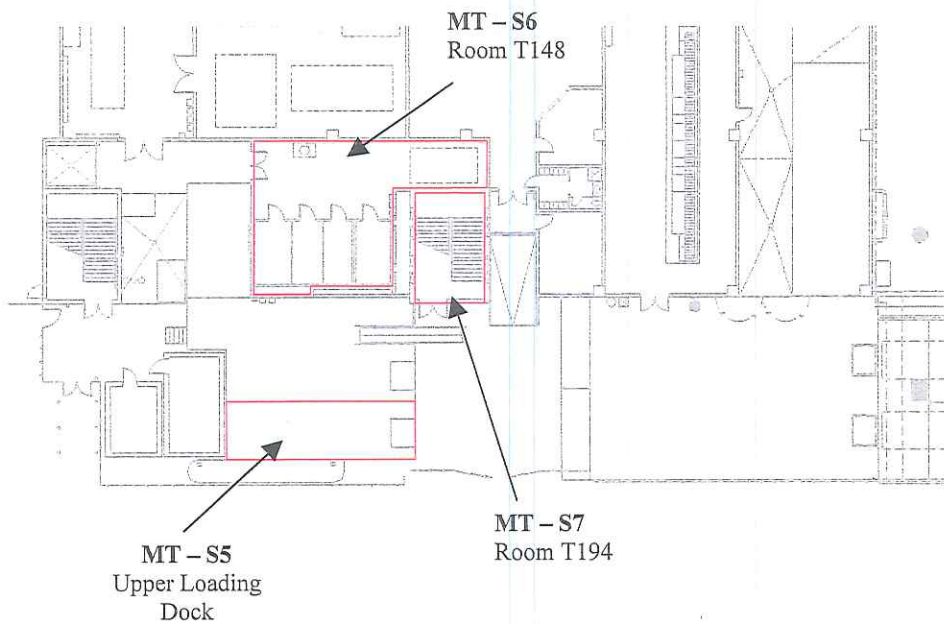
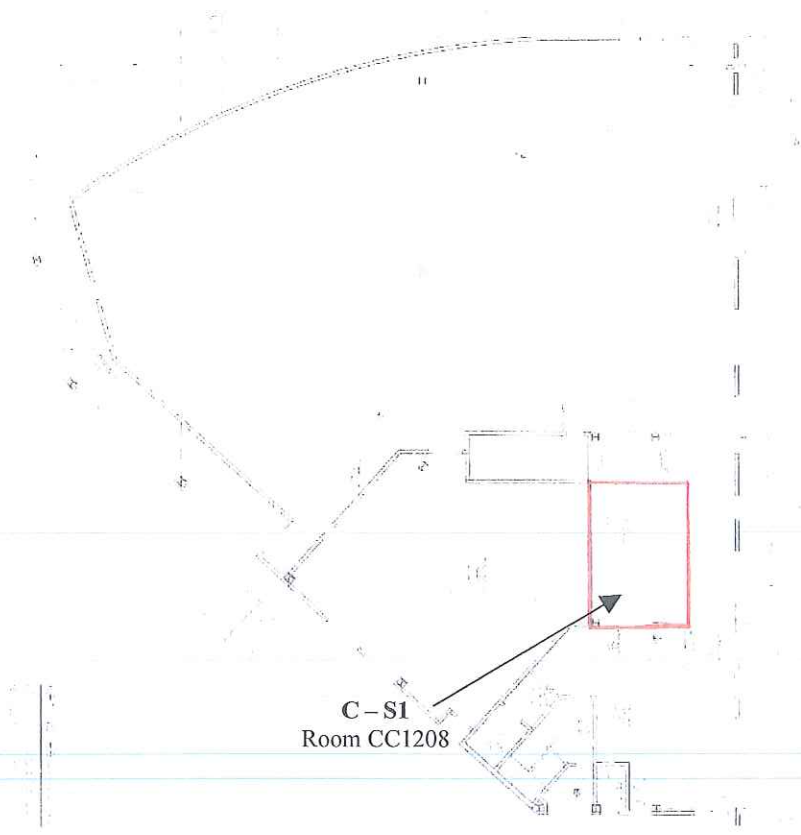


EXHIBIT "A"
LEASED PREMISES



C-S1
Room CC1208



EVIDENCE OF PROPERTY INSURANCE

9E3Q9NYK

DATE (MM/DD/YYYY)
06/26/2013

PS 2 0201

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342		PHONE (A/C, No, Ext): 404 497-7500	COMPANY Travelers Property Casualty Company of America	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER	POLICY NUMBER Y6308252A082TIL13	
INSURED Fulton Holding Corp. c/o The Paradises Shops, LLC 2849 Paces Ferry Road Overlook I, Suite 400 Atlanta, GA 30339		EFFECTIVE DATE 07/01/2013	EXPIRATION DATE 07/01/2014	<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Business Personal Property (All-Risk) - Replacement Cost	\$222,347,720	\$15,000
Blanket Stock	\$38,744,573	\$15,000
Business Income - Included		48 Hours
Coinsurance - Nil		
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence (excludes AK, HI, Puerto Rico, and CA)	\$5,000,000	\$50,000
Earthquake - KY, OH, PA, TN Locations	\$2,500,000	\$50,000
Earthquake - CA Locations	\$1,000,000	\$50,000
Flood (excludes FL and NFIP Zones A & V)	\$5,000,000	\$50,000
Flood (Zones A & V)	\$2,500,000	\$100,000
Wind/Hail Included - Deductible 5% of Value subject to minimum of \$100,000 (FL only)		\$15,000

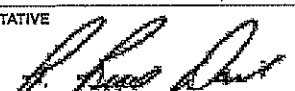
REMARKS (Including Special Conditions)

Re: Paradises-Palm Beach, LLC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Department of Airports Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2009/12)

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PS 2 0201



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342	CONTACT NAME: PHONE (A/C, No, Ext): 404 487-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A :Sentry Insurance a Mutual Company INSURER B :Liberty Insurance Underwriters, Inc. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Fulton Holding Corp. c/o The Paradies Shops, LLC 2849 Paces Ferry Road Overlook I, Suite 400 Atlanta, GA 30339	

COVERAGES CERTIFICATE NUMBER: 9E3Q9NYK REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	901614303	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		901614304	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Deductible \$500 Coll Deductible \$500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0	X	X	100005145903	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products/Completed Ops \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under - DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	901614301 (AOS) 901614302 (WI)	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WG STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Paradies-Palm Beach, LLC
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470 are included as additional insureds. Separation of insureds, primary and non-contributory wording, insured contracts, and waiver of subrogation applies.

CERTIFICATE HOLDER Palm Beach County Department of Airports Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AFFIDAVIT OF MANAGER
OF LIMITED LIABILITY COMPANY

STATE OF GEORGIA)
) SS:
COUNTY OF COBB)

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is a duly appointed Manager of Paradies-Palm Beach, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. The Articles of Organization of the Company were filed with the Florida Department of State on September 5, 2007.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The Company is a manager managed limited liability company.

5. The undersigned has been authorized by majority vote of the managers to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

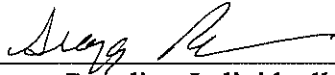
6. The undersigned has the right and authority to enter into that certain Sixth Amendment to Lease and Concession Agreement between Company and Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement.

7. Upon the execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transaction contemplated in the Agreement will not violate any of the terms and conditions of the Company's written operating agreement or of any other agreement of whatever kind between the Company and any third person.

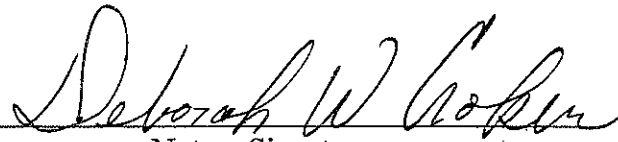
9. The undersigned acknowledges that Affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT(s) SAYETH NAUGHT,



Gregg Paradies, Individually and as
A Manager

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2014, by Gregg Paradies, who is personally known to me OR who produced _____ as identification and who did take an oath.



Notary Signature



Print Notary Name

NOTARY PUBLIC

State of Georgia at Large

My Commission Expires:

Deborah W. Croker
Notary Public
Coweta County, GA
My Commission Expires 8/8/2014